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ENDORSED

SEP. 09 2021

Clerk of the Napa Superior Court
By: L. WALKER
Deputy

DELAY REDUCTION CASE

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF NAPA

21CV001288

11 FAIRWINDS ESTATE WINERY, LLC, and
12 FAIRWINDS ESTATE, LLC.

Case No.

13 Plaintiffs,

COMPLAINT

14 v.

JURY TRIAL DEMANDED

15 KINSALE INSURANCE COMPANY;
16 MALLOY IMRIE & VASCONI INSURANCE
17 SERVICES, LLC; CRC INSURANCE
18 SERVICES; CRC COMMERCIAL
19 SOLUTIONS; and DOES 1 through 10,

CASE MANAGEMENT CONFERENCE

DATE: 2-16-2022

TIME: 8:30am

PLACE: Courtroom A

825 Brown Street, Napa CA 94559

20 Defendants.

COMPLAINT

Case No.
Case Number

1 Plaintiffs Fairwinds Estate Winery, LLC and Fairwinds Estate, LLC (collectively,
 2 “Fairwinds”), for their Complaint for Breach of Contract, Breach of Covenant of Good Faith and
 3 Fair Dealing, Declaratory Relief, Concealment, Unfair Competition, Reformation, and
 4 Professional Negligence, allege as follows:

5 INTRODUCTION AND SUMMARY

6 1. Plaintiffs Fairwinds Estate Winery, LLC and Fairwinds Estate, LLC (collectively,
 7 “Fairwinds”) have at all times since 2015 owned and operated, respectively, the real property
 8 located at 4550 Silverado Trail North in Calistoga, California and the winery operation doing
 9 business thereon (“the Winery”). First founded over a half century ago, the Winery conducted
 10 business for decades under the name Cuvaion. In April 2015, current ownership acquired the
 11 Winery and introduced Fairwinds Estate Winery to the Napa Valley. Fairwinds is known in
 12 particular for its elegant Cabernets, well-balanced Chardonnays, as well as other unique varietals
 13 such as Malbec and Petit Verdot.

14 2. Under current ownership, Fairwinds has successfully combined the challenges of
 15 making highest quality wines which appeal to the discriminating oenophile, and maintaining a
 16 sustainable and well-run business operation.

17 3. Consistent with its sound business operation, Fairwinds has at all times sought to
 18 maintain property insurance with limits adequate to protect the enterprise in case of a covered
 19 loss, such as loss by fire. By way of example, for the period from May 1, 2020 through May 1,
 20 2021, Fairwinds initially procured a primary commercial property insurance policy providing a
 21 coverage limit of \$8,310,000 per occurrence.

22 4. In July 2020, Fairwinds’ lender requested an increase in Fairwinds’ coverage
 23 limits. When Fairwinds’ primary insurer, Beazley Insurance Services (“Beazley”) declined to
 24 increase the limits of the then-current primary policy (the “Underlying Policy,” defined *infra*),
 25 Fairwinds through its brokers promptly acquired from Defendant Kinsale Insurance Company
 26 (“Kinsale”) an excess commercial property insurance policy (the “Excess Policy,” defined *infra*)
 27 providing additional limits of \$2,060,831 coverage per occurrence in excess of the Underlying
 28 Policy’s \$8,310,000 policy limit, thus providing Fairwinds coverage up to \$10,370,831 per

1 occurrence.

2 5. Fairwinds was destroyed by the devastating Glass Fire in September 2020.
3 Fairwinds' loss exceeds the \$10,370,831 combined limits of the Underlying Policy and the
4 Kinsale Excess Policy.

5 6. Fairwinds' primary insurer has paid the limits on Fairwinds' primary insurance
6 policy such that the primary policy is now exhausted and the Kinsale Excess Policy is triggered.
7 Nonetheless, Kinsale has refused and refuses to pay all or any portion of its Excess Policy.
8 Fairwinds paid significant premiums to assure that its insurance limits were adequate. It
9 specifically communicated to its brokers the request to increase its policy limits to \$10,370,831.
10 Kinsale offered "blanket" coverage on a "per occurrence" basis in excess of the primary limits;
11 Fairwinds accepted the quoted offer and paid the premium; and Kinsale must honor its promise.

12 7. Rather than honor its promises to Plaintiffs in their time of need, Kinsale now
13 seeks only to delay and "dodge" its obligations. In complete derogation of the rule that limits on
14 insurance coverage must be "conspicuous, plain, and clear," Kinsale now asserts that a
15 "Statement of Values" imposed sub-limits on Fairwinds' insured property. Such interpretation is
16 plainly unreasonable and unenforceable, and cannot be advanced in good faith, least of all where
17 concealed from the policyholder at the time of purchase, where it would render the increased
18 coverage illusory, and where inconsistent with the offering of "blanket" coverage with limits of
19 \$10,370,831.

20 8. Fairwinds is confident that the courts of this state will reject Kinsale's argument
21 that reference to a "Statement of Values" can surreptitiously impose sub-limits on coverage
22 provided to a policyholder. However, if California law were to allow and approve such practice,
23 Fairwinds' brokers would be responsible, as set forth below, for their failure to procure the excess
24 coverage requested by Fairwinds, and for failure to identify Kinsale's purported stealth
25 imposition of sub-limits on various coverages.

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THE PARTIES

9. Plaintiff Fairwinds Estate Winery, LLC is now, and at all relevant times was, a limited liability company duly organized under the laws of the State of Nevada, with its principal place of business in Calistoga, Napa County, California. Fairwinds Estate Winery is the owner of the real property on which the Winery conducts its business, and is an Insured under the insurance policy which is the subject of this action.

10. Plaintiff Fairwinds Estate, LLC is now, and at all relevant times was, a limited liability company duly organized under the laws of the State of Nevada, with its principal place of business in Calistoga, Napa County, California. Fairwinds Estate, LLC has at all times since April 2015 owned and operated the Winery. Fairwinds Estate Winery and Fairwinds Estate are affiliated in that they share a common managing member, Fairwinds Holdings, LLC. Fairwinds Holdings, LLC is a limited liability company organized under the laws of the State of Nevada, comprised of numerous members resident in the State of California.

11. Fairwinds is informed and believes, and on that basis alleges, that defendant Kinsale is now, and at all relevant times was, a corporation duly organized under the laws of the State of Arkansas, with principal place of business in the State of Virginia. At all times relevant hereto, Kinsale was an eligible “surplus lines” insurance company authorized to conduct business and conducting business in the State of California. Kinsale issued to Fairwinds the excess commercial property policy that is the subject of this dispute.

12. Fairwinds is informed and believes, and on that basis alleges, that defendant Malloy Imrie & Vasconi Insurance Services, LLC (the “Broker”) is now, and at all relevant times was, a limited liability company duly organized under the laws of the State of California, with principal place of business in Napa, California. Fairwinds is informed and believes, and on that basis alleges, that Broker is comprised of numerous members who reside in Napa County, California.

13. Fairwinds is informed and believes, and on that basis alleges, that defendant CRC Insurance Services (“CRC Services”) is now, and at all relevant times was, a corporation duly organized under the laws of the State of Alabama, with its principal place of business in the State

1 of Alabama.

2 14. Fairwinds is informed and believes, and on that basis alleges, that defendant CRC
3 Commercial Solutions (“CRC Solutions”) is a business, of form unknown to Plaintiffs, owned by,
4 affiliated with, or otherwise an agent of acting in concert with CRC Services. CRC Services and
5 CRC Solutions are sometimes hereafter referred to collectively as “the Producer.”

6 15. Fairwinds does not know the true names and capacities of fictitiously named
7 defendants sued herein as Does 1 through 10 (the “Doe Defendants”), and on that basis sues them
8 by their fictitious names. When Fairwinds ascertains the true names and capacities of the Doe
9 Defendants, Fairwinds will amend this Complaint accordingly.

10 16. Fairwinds is informed and believes, and upon that basis alleges, that the Doe
11 Defendants, and each of them, took some part in the acts and conduct complained of herein,
12 and/or breached obligations to Fairwinds described herein, and as a direct and proximate result of
13 said acts, omissions, and breaches, incurred liability to Fairwinds for the relief sued for herein.

14 17. Fairwinds is informed and believes, and upon that basis alleges, that each of the
15 Defendants, in performing the acts complained of, was acting as the agent for one or more of the
16 other Defendants, as well as himself, herself, or itself, and acted within the scope of that agency.

17 JURISDICTION AND VENUE

18 18. This Court has subject matter jurisdiction over this action and personal jurisdiction
19 over the Defendants, and each of them.

20 19. Venue is proper in this Court in that the Broker maintains its principal place of
21 business in Napa County, California; the insurance policy which is the subject of this action was
22 negotiated, made, and to be performed in Napa County, California; and the tortious acts and
23 omissions complained of herein occurred, in whole or in part, in Napa County, California.

24 20. Fairwinds purchased the subject insurance policy, the Excess Policy, in California
25 through the Broker in Napa County, California. The Excess Policy insured Fairwinds, a Napa
26 County-based business, against the risk of loss of Fairwinds’ property at its location in Napa
27 County. The relevant policy was to be performed in California, and is subject to and governed by
28 the laws of the State of California.

GENERAL ALLEGATIONS

21. Fairwinds owns, and until it suffered consequences of a devastating wildfire in September 2020 operated, the Winery.

22. The Winery is comprised of, among other things: an approximately 17,255 square foot, Mediterranean-style masonry building that contains a tank and barrel storage room, bottling line, offices, and other facilities (the “Main Building”); an approximately 4,125 square foot, metal building that contains fermentation and storage tanks (the “Tank Building”); an approximately 22,000 square foot underground cave system for barrel storage and hospitality activities (the “Cave”); and an approximately 1,300 square foot tasting room (the “Tasting Room”).

23. On or about September 27, 2020, the wildfire later dubbed the Glass Fire ignited in the vicinity of Napa and Sonoma Counties, California. Within days, the Glass Fire had consumed a large portion of the Winery, causing significant damage. Among other things, the Main Building and Tasting Room were total losses and the Cave, Tank Building, landscaping, roadways, walkways, irrigation equipment, and other items suffered significant additional damages.

24. Fairwinds was insured for the above losses by two separate insurance policies. First, Fairwinds was insured by a primary commercial property insurance policy (the “Underlying Policy”) issued by Beazley Insurance Services (“Beazley”). The Underlying Policy, Policy No. W26FBF200201, effective May 1, 2020 through May 1, 2021, was issued to named insureds Fairwinds Estate Winery, LLC and Fairwinds Estate, LLC. Fairwinds obtained the Underlying Policy through the services of the Broker.

25. The Underlying Policy offered coverage for buildings, personal property, and equipment at certain locations, up to a coverage limit of \$8,310,000 per occurrence.

26. The second of Fairwinds’ policies was an excess property insurance policy issued by Defendant Kinsale (the “Excess Policy”). The Excess Policy, Policy No. 0100122758-0, effective August 1, 2020 through May 1, 2021, was also issued to named insureds Fairwinds Estate Winery, LLC and Fairwinds Estate, LLC.

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27. The Excess Policy is specifically in excess to the Underlying Policy and provides additional coverage in excess of \$8,310,000 up to an additional \$2,060,831 per occurrence.

28. In July 2020, in connection with a lender's requirement for financing, Fairwinds contacted the Broker seeking quotes for additional insurance to increase the blanket coverage limits on its property.

29. The Broker contacted Beazley to request an increase on the then-current coverage provided under the Underlying Policy. Beazley declined the Broker's request.

30. The Broker then obtained an excess property insurance quote from Kinsale, for \$2,060,831 coverage in excess of the Underlying Policy's \$8,310,000 policy limit. The quote, presented to the Producer, and provided to Fairwinds by the Broker, stated the proposed policy's "Limits" of "\$2,060,831 x/s \$8,310,000 Per Occurrence," and stated the "Total Insured Values" of "\$10,370,831." The quote contained no mention that the coverage would be limited by any individually stated value for the Winery.

31. Fairwinds promptly reported a claim to Beazley on the Underlying Policy for damages to covered property caused by the Glass Fire.

32. Beazley ultimately paid Fairwinds the Underlying Policy's policy limit of \$8,310,000.

33. In or about September 2020, Fairwinds, through the Broker, submitted a claim to Kinsale on the Excess Policy for damages to covered property caused by the Glass Fire.

34. In or about July 2021, after months of delay and refusal to commit, Kinsale denied coverage under the Excess Policy. Kinsale argued that the Excess Policy was subject to limitations for individual categories of property identified in a "Statement of Values." Kinsale argued that the Statement of Values limits the value of the Main Building and Tasting Room to \$4,505,893; that Beazley already paid an amount above that total value under the Underlying Policy; and that the Excess Policy is not implicated and there is no coverage.

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35. Fairwinds vigorously disputes that contention, as it renders coverage under the Excess Policy illusory. Under Kinsale’s interpretation, Fairwinds could never suffer loss sufficient to trigger coverage under the Excess Policy. For example, the Statement of Values lists the total value of the Main Building, Tank Building, and Tasting Room as \$3,232,831;¹ the total value of Business Personal Property (“BPP”) as \$2,810,000; and the total value of Outside Equipment as \$500,000—for a grand total of \$6,542,831. Thus, even if Fairwinds lost every single piece of this property in a wildfire, because the Underlying Policy’s coverage limit is greater than that amount (at \$8,310,000), coverage under the Excess Policy would not be triggered.

36. As a result of Kinsale’s frivolous contention that it offered “blanket” limits but surreptitiously imposed lower, sub-limits which rendered illusory the excess coverage on Fairwind’ important assets, Fairwinds is forced to pursue its remedies at law and in equity.

37. At all times relevant hereto, Fairwinds performed all of its obligations under and satisfied all conditions set forth in the Underlying Policy and the Excess Policy.

FIRST CAUSE OF ACTION
(Against Kinsale for Breach of Contract)

38. Paragraphs 1 through 37 are incorporated by reference as though fully set forth herein.

39. Fairwinds and Kinsale entered into a contract in the form of the Excess Policy.

40. Fairwinds has performed the material obligations of the Underlying Policy and the Excess Policy on its part to be performed, including payment to Kinsale of substantial insurance premiums.

41. All conditions required by the Excess Policy for Kinsale’s performance have been satisfied.

42. Kinsale has breached, and continues to breach, the Excess Policy it issued by, *inter alia* and without limitation, depriving, or attempting to deprive, Fairwinds of its right to coverage

¹ Inclusive of the Caves, individually valued at \$3,828,000, the total value is listed as \$7,060,831. However, the Caves are an underground structure that could not be destroyed in a wildfire.

1 pursuant to California law.

2 43. As a direct and proximate result of the breach by Kinsale, Fairwinds has been
3 damaged in the amount of no less than \$2,060,831, exclusive of additional damages, prejudgment
4 interest, and attorneys' fees Fairwinds has been forced to incur. Fairwinds will amend this
5 pleading when its damages are ascertained, or according to proof.

6 Wherefore Fairwinds prays for judgment as set forth below.

7 **SECOND CAUSE OF ACTION**
8 **(Against Kinsale for Breach of the Implied Covenant of Good Faith and Fair Dealing)**

9 44. Paragraphs 1 through 43 are incorporated by reference as though fully set forth
10 herein.

11 45. Implied by law in the Excess Policy is a covenant of good faith and fair dealing,
12 which requires that Kinsale exercise its rights responsibly and in a manner so as to avoid injury to
13 Fairwinds. This covenant requires that Kinsale refrain from conscious, deliberate, and/or reckless
14 acts which frustrate the purpose of the Excess Policy it issued, or which deny Fairwinds the
15 benefits of the Excess Policy.

16 46. Kinsale has breached the implied covenant of good faith and fair dealing in that
17 the actions and contentions set forth above were and are designed to place Kinsale's interests
18 ahead of Fairwinds' interests, to deny Fairwinds the benefit of the insurance purchased by
19 Fairwinds, and to deny Fairwinds its reasonable expectations in procuring the Excess Policy.

20 47. As a result of Kinsale's breaches of the implied covenant of good faith and fair
21 dealing, Fairwinds has suffered damage as set forth herein, has been forced to retain counsel, and
22 has incurred and continues to incur attorneys' fees in order to obtain the benefits provided by the
23 Excess Policy.

24 48. Fairwinds is informed and believes, and on that basis alleges, that in breaching the
25 implied covenant of good faith and fair dealing, Kinsale acted with malice, fraud, and oppression
26 and conscious disregard of Fairwinds' rights, thereby entitling Fairwinds to an award of
27 exemplary damages permitted by applicable statutory, decisional, and constitutional law.

28 Wherefore Fairwinds prays for judgment as set forth below.

THIRD CAUSE OF ACTION
(Against Kinsale for Declaratory Relief)

49. Paragraphs 1 through 48 are incorporated by reference as though fully set forth herein.

50. Kinsale is obligated to reimburse Fairwinds for its damages incurred in connection with the Glass Fire.

51. An actual and present controversy exists between Fairwinds, on the one hand, and Kinsale, on the other hand, as to (a) Fairwinds' rights under the Excess Policy and (b) Kinsale's refusal to acknowledge its obligation to pay Fairwinds the full policy limit of \$2,060,831 under the Excess Policy.

52. Fairwinds disputes Kinsale's positions and specifically disputes that Kinsale may in good faith advance the denial of coverage position it has advanced.

53. A judicial declaration of the rights and duties of the parties is necessary to resolve the disputes set forth herein.

Wherefore Fairwinds prays for judgment as set forth below.

FOURTH CAUSE OF ACTION
(Against Kinsale for Concealment)

54. Paragraphs 1 through 53 are incorporated by reference as though fully set forth herein.

55. Kinsale did not disclose to Fairwinds its contention that the Excess Policy did not provide full blanket coverage in the additional stated amount of \$2,060,831—or any additional coverage at all—for Fairwinds' insured property.

56. Kinsale had an obligation to disclose its contention that the Excess Policy did not provide full blanket coverage for Fairwinds' insured property in the additional stated amount of \$2,060,831 or bring Fairwinds' total limits to \$10,370,831.

57. Fairwinds is informed and believes, and on that basis alleges, that Kinsale deliberately failed to disclose its contention that the Excess Policy did not provide full blanket coverage for Fairwinds' insured property in the additional stated amount of \$2,060,831 in order to

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1 induce Fairwinds to purchase the insurance policy Kinsale offered, while secretly retaining the
 2 right to deny full coverage.

3 58. Fairwinds purchased the Excess Policy as a result of its lender's requirement that
 4 an additional approximately \$2 million in additional coverage be procured for Fairwinds'
 5 property, and in reasonable reliance on the representation that the Excess Policy would provide
 6 full blanket coverage for Fairwinds' insured property in the amount of \$2,060,831 and bring
 7 Fairwinds' total limits to \$10,370,831.

8 59. As a direct and proximate result of Kinsale's concealment as set forth above,
 9 Fairwinds has been damaged in the amount of no less than \$2,060,831. Fairwinds will amend this
 10 pleading when its damages are ascertained, or according to proof.

11 60. Fairwinds is informed and believes, and on that basis alleges, that in concealing its
 12 contentions regarding coverage, Kinsale acted with malice, fraud, and oppression and conscious
 13 disregard of Fairwinds' rights, thereby entitling Fairwinds to an award of exemplary damages as
 14 permitted by applicable statutory, decisional, and constitutional law.

15 Wherefore Fairwinds prays for judgment as set forth below.

16 **FIFTH CAUSE OF ACTION**
 17 (Against Kinsale for Unfair Competition)

18 61. Paragraphs 1 through 60 are incorporated by reference as though fully set forth
 19 herein.

20 62. California Business and Professions Code § 17200 *et seq.* prohibits unfair
 21 competition, which includes "any unlawful, unfair or fraudulent business act or practice and
 22 unfair, deceptive, untrue or misleading advertising...."

23 63. Defendants have engaged in unfair competition in violation of § 17200 *et seq.* in
 24 that they falsely led Fairwinds to believe that under the Excess Policy, Kinsale would provide full
 25 "blanket" coverage for Fairwinds' insured property in the amount of \$2,060,831, thereby bringing
 26 Fairwinds' coverage limits to \$10,370,831.

27 64. Kinsale has engaged in unfair competition in violation of § 17200 *et seq.* by
 28 violating Insurance Code § 332, in that it failed to communicate with Fairwinds in good faith its

1 position that the Excess Policy did not provide “blanket” limits but rather imposed lower sub-
2 limits on the most important assets insured.

3 65. As a direct and proximate cause of Defendants’ actions, Fairwinds has suffered
4 injury in fact and has lost money. Fairwinds has been compelled to expend time, money, and
5 resources pursuing Kinsale for coverage under the Excess Policy.

6 66. Fairwinds is entitled to injunctive relief pursuant to California Business and
7 Professions Code § 17203 to prevent Kinsale’s further unfair competition acts against Fairwinds,
8 or against other third parties.

9 Wherefore Fairwinds prays for judgment as set forth below.

10 **SIXTH CAUSE OF ACTION**
11 **(Against Kinsale for Reformation)**

12 67. Paragraphs 1 through 66 are incorporated by reference as though fully set forth
13 herein.

14 68. Fairwinds believed and believes that the Excess Policy provides full blanket
15 coverage in the full stated amount of \$2,060,831, as set forth above, and that Kinsale breached the
16 contract and acted in bad faith in contending otherwise. Nonetheless, if and to the extent Kinsale
17 proffers a contrary interpretation or seeks an interpretation that the Excess Policy did not provide
18 the Winery full blanket coverage in the stated amount of \$2,060,831, the Excess Policy fails to
19 reflect the true intent and bargain relied upon by Fairwinds. Thus, if and to the extent the Excess
20 Policy could ever be construed not to provide the Winery full blanket coverage in the full stated
21 amount of \$2,060,831 but, on the contrary, is illusory, the Excess Policy should be reformed to
22 clarify that it does provide such coverage.

23 69. The above-described failure of the Excess Policy to reflect the true intent and
24 bargain relied upon by Fairwinds resulted from Defendants’ false representation to Fairwinds that
25 the Excess Policy did embody the true intent and bargain relied upon by Fairwinds in purchasing
26 the Excess Policy.

27 70. If Kinsale’s interpretation of the Excess Policy were correct, Fairwinds in reliance
28 on Kinsale’s false representations was deceived and misled into entering into a contract that

1 differed materially from the true intent and bargain relied upon by Fairwinds in purchasing the
2 Excess Policy.

3 Wherefore Fairwinds prays for judgment as set forth below.

4 **SEVENTH CAUSE OF ACTION**
5 **(Against the Broker and the Producer for Professional Negligence)**

6 71. Paragraphs 1 through 70 are incorporated by reference as though fully set forth
7 herein.

8 72. Fairwinds is informed and believes, and on that basis alleges, that the Broker and
9 the Producer were well aware of the request from Fairwinds' lender for additional insurance as set
10 forth hereinabove. Fairwinds specifically requested that Broker obtain additional insurance per
11 the lender's specific direction. Fairwinds is informed and believes, and on that basis alleges, that
12 Broker engaged Producer to obtain additional coverage consistent with said request. As a result
13 of the specific requests initiated by Fairwinds, Broker and Producer were charged with the
14 obligation to procure for Fairwinds additional insurance coverage for the Winery sufficient to
15 bring total limits to \$10,370,831. In its capacity as Fairwinds' broker, the Broker procured for
16 Fairwinds the Underlying Policy and the Excess Policy, and the Broker has generated significant
17 commission income in so doing.

18 73. In procuring the Excess Policy, the Broker failed to advise Fairwinds that the
19 Excess Policy might not, or would not, provide full blanket coverage for Fairwinds' insured
20 property in the additional stated amount of \$2,060,831 or otherwise bring the Winery's total
21 limits to \$10,370,831. As set forth above, Fairwinds believed and believes that the Excess Policy
22 provides full blanket coverage in the full stated amount of \$2,060,831, and that Kinsale has acted
23 in bad faith in denying the existence of such coverage. Nonetheless, to the extent (if any) that the
24 Excess Policy does not provide the Winery full blanket coverage in the full stated amount of
25 \$2,060,831, the Broker and the Producer acted negligently in facility to procure such coverage,
26 and in failing to advise Fairwinds of the potential lack of such coverage.

27 74. As a result of the Broker's and the Producers' negligence, Fairwinds is being
28 damaged in that it is incurring attorneys' fees to affirm the scope of coverage on the Excess

Policy, and stands to be damaged if the coverage it purchased is not affirmed to provide full blanket coverage in the additional stated amount of \$2,060,831 to bring total limits to \$10,370,831. Fairwinds will amend this pleading when its damages are ascertained, or according to proof.

PRAYER FOR RELIEF

WHEREFORE, Fairwinds prays for judgment as follows:

1. For general and special damages according to proof, including without limitation attorneys' fees;
2. For exemplary damages according to proof;
3. For punitive damages;
4. For a declaration of rights and obligations under the Excess Policy;
5. For preliminary and permanent injunctive relief prohibiting Kinsale from denying Fairwinds full blanket coverage in the full stated amount of \$2,060,831 under the Policy, and from denying other similarly-situated parties the full blanket coverage amounts of their policies;
6. For reformation of the Excess Policy to reflect Fairwinds' understanding that the Excess Policy provides full blanket coverage in the full stated amount of \$2,060,831.
7. For costs of suit;
8. For interest as allowed by law; and
9. For such other and further relief as the Court may deem just and proper.

DEMAND FOR JURY TRIAL

Fairwinds hereby demands trial by jury on all issues so triable.

Dated: September 9, 2021

SHARTSIS FRIESE LLP

By: /s/ Anthony B. Leuin
ANTHONY B. LEUIN

Attorneys for Plaintiffs

9036430